

IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF OHIO

IN RE: Nicole Gandee

CASE NO. 03-11837-H

FILED  
2003 APR 23 PM 3:17  
U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF OHIO  
CLEVELAND

JUDGE

REAFFIRMATION AGREEMENT

March 11, 2003

Nicole Gandee, the Debtor in the above-captioned bankruptcy case, and Lorain National Bank, hereby agree:

Notwithstanding my having filed a petition in bankruptcy and any discharge heretofore or hereafter entered thereon, I nevertheless reaffirm and agree to pay that certain Loan dated 02/09/02 executed by me and payable to *Lorain National Bank*. The "Amount Financed" and the payment terms are set forth above.

Account of:

Nicole Gandee  
811 Boston Ave.  
Elyria, OH 44035

Loan dated 02/09/02 in the original principal amount of \$7,755.72 with a present unpaid balance amounting to \$5,979.31 as of March 11, 2003 together with interest thereafter at the rate of 9.00% per annum, a copy of which Loan is attached hereto and marked "Exhibit A" and incorporated herein by reference as if set forth at length.

I further reaffirm, ratify and agree to be bound by the terms and conditions of any security agreement or real estate mortgage securing the indebtedness stated above.

SECURITY

This reaffirmation is secured by a Security Agreement or real estate mortgage covering the item or items checked below. The security agreement and/or mortgage may cover and secure future of other indebtedness.

Household and consumer goods located at \_\_\_\_\_  
X Automobile (make and model) '95 Ford Explorer #1FMDU34XXSZB31798  
Real Estate located at \_\_\_\_\_  
Other (describe) \_\_\_\_\_

**I UNDERSTAND THAT I HAVE THE RIGHT, PURSUANT TO 11 U.S.C. §524, TO RESCIND THIS AGREEMENT AT ANY TIME PRIOR TO MY DISCHARGE OR WITHIN SIXTY (60) DAYS AFTER THIS AGREEMENT IS FILED WITH THE FEDERAL BANKRUPTCY COURT, WHICHEVER OCCURS LATER, BY GIVING NOTICE OF RESCISSION TO THE HOLDER OF THE CLAIM WHICH FORMS THE FOUNDATION OF THIS AGREEMENT. THIS AGREEMENT IS NOT REQUIRED UNDER THE BANKRUPTCY CODE, BY NONBANKRUPTCY LAW, OR UNDER ANY AGREEMENT NOT IN ACCORDANCE WITH THE PROVISIONS OF §524 OF THE BANKRUPTCY COURT.**

If I exercise my right to rescission, I agree to immediately surrender any collateral to the holder of the claim and stipulate that any payments made by me before my election to rescind shall be retained by the creditor as payments in the form of provision of adequate security to the holder of the claim.

Witness:

\_\_\_\_\_

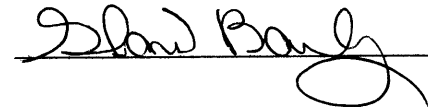
X   
Debtor

\_\_\_\_\_

Debtor

Lorain National Bank, Creditor, agrees to the terms and conditions set forth above.

Witness:



Lorain National Bank

by:

  
Kelly Dunfee  
Ass't Cashier

**UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF OHIO**

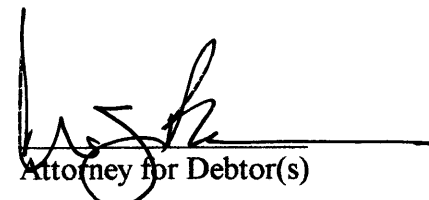
IN RE: Nicole Gandee  
Debtor(s)

Bankruptcy Case No.: 03-11837-H  
Bankruptcy Judge:

Declaration of Counsel

Now comes the undersigned, Attorney for the above-captioned Debtor(s), and declares  
as follows:

1. That he/she is the Attorney for the above-captioned Debtor(s) in the within  
Chapter 7 Proceedings.
2. That the Debtor(s) have this same day reaffirmed a debt with Lorain National  
Bank, a Creditor in the within estate.
3. That prior to the execution of the Reaffirmation Agreement by the Debtor(s),  
he/she advise the Debtor(s) as to the legal significance of the same.
4. That prior to the execution of the Reaffirmation Agreement by the Debtor(s),  
said Debtor(s) did acknowledge: that the Debtor(s) understood the legal significance of  
executing the Reaffirmation Agreement; that Debtor(s) executed the same voluntarily;  
and  
that compliance with the terms of the Reaffirmation Agreement would not impose an  
undue hardship on the Debtor(s) or a dependant of the Debtor(s); that the Debtor(s)  
were advised of the legal effect and consequences of the agreement and of any default  
under the agreement; and that the Debtor(s) executed the same voluntarily and after  
being fully informed.

  
Attorney for Debtor(s)  
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